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1998-05-12 10:55:54

Cook County Recorder

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WHEN RECORDED, RETURN TO: NIDWEST MORTGAGE SERVICES ATTN: LOAN REVIEW, P.C. BOX 7095 TROY, MI

PREPARED BY:

MELODY J. WALL

1901 S MEYERS ROAD SUIN OAKBROOK TERRYON, IL 60101

H 31622

pace Above This Line For Recording Data)

MORTGAGE

4491866

THIS MORTGAGE ("Security Instrument") is given on MAY 05, 1998 VINCE JOSEPH HENEGHAN A SINGLE (AN AND TIMA COMMAY AM UMMARRIED MOMAM . The mortgagor is

("Borrower'). This Security Instrument is given to

PULLMAN BANK & TRUST COMPANY,

which is organized and existing under the laws of THE SPAR OF ILLIBOIS

, and whose

1000 EAST 111TH STREET, CHICAGO, IL 60620 address is

("Lend.+"). Borrower owes Lender the principal sum of

ONE HUNDRED FIFTEEN THOUSAND FOUR HUNDRED FIFTY AND OF/100

115, 450.00). This debt is evidenced by Borrower's rate dated the same date as this Security Dollars (U.S. \$ Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Leader: (a) the repayment of the debt JUNE 01, 2028 evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrumer's rad the Note. For this purpose. Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois: CITY OF CHICAGO, COOK

SEE LEGAL ADDENDUM "A"

PIN# 12-23-201-039

which has the address of: 3917 N PONTIAC, CHICAGO

Illinois

|Zip Code| ("Property Address");

Street, City],

ILLINOIS Single Family: FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 6RIIL) 194:151

VMP MORTGAGE FORMS 11900/521 7291

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manners, and fixtures now or hereafter a past of the property. All replacements and add all also be covered

is Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

IORBOWER COVENANTS that Bostower is fawfully seised of the estate hereby couveyed and has the right to ge, grant and convey the Property and that the Property is unencumbered, except for encumbrances of second. e wignests and will defend generally the title to the Property against all claims and demands, subject to any mons of accord

THES SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

ud variations by junisdiction to constitute a uniform security instrument covering real property.

UNIPORM COVENANTS: Borrower and Lander coverant and agree as follows:

2. Pagement of Principal and Interest; Propayment and Late Charges. Bottower shall promptly pay when decrined of and interest on the debt of idenced by the Note and any propayment and late charges the under the Note.

2. Plands the Tames and Insurance. Subject to applicable has or to a written waiver by Londer, Horsower shall pay adar on the day monthly payments are that under the Note, until the Note is gold in full, a sum ("Funds") for: (a) y innes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly whold payments or ground sents on the Property, if any; (c) yearly bazard or property incurance premiums; (d) yearly in immunes projects, if any; (e) yearly mortgage incurance premiums, if any; and (i) any same payable by Boscower ir, in accommon with the provisions of paragraph 4, in lieu of the payment of mortgage insurance prem e items are called "Sscrow Brans." Lender may, at any time, collect and hold Funds in an amount not to exceed the n amount a least for a federally related mortgage loan may require for Borrower's excross account under the It Beal Estate Settle: A Procedules Act of 1974 as amended from time to time, 12 U.S.C. Section 2101 of seq. "BESPA"), unline another less that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Pends in an amount not to severd the lesser amount. Lender may estimate the amount of Funds due on the busis of nt data and regionable estimates of expenditures of future Escrow James or otherwise in accordance with applicable

The Runds shall be held in an instruction whose deposits are insured by a federal agency, instrumentality, or entity haling Lender, if Lender is such an institution) or in any Federal Home Loun Block. Lender shall apply the Funds to the Engine Brans. Lender may not charge Speriouser for holding and applying the Funds, annually analyzing the our account, or verifying the Escrote Bette, waters Lender pays florrower interest on the Funds and applicable have her to make such a charge. However, conder may require Borrower to pay a one-time charge for un ndest and estate tax reporting service used by Lewist in connection with this loan, unless applicable has providen inc. Unless an agreement is made or applicable lare requires interest to be paid, Lender shall not be required to pay tower any interest or comings on the Funds. Homower and Lender may agree in writing, however, that interest of aid on the Pands. Lender shall give to Horrower, without clarge, an annual accounting of the Funds, showing endits debits to the Funds and the purpose for which each debit to to. Funds was made. The Funds are pledged as additional ity for all name secured by this Security Instrument.

If the Funds held by Lender except the amounts permitted to be field by applicable law, Lender shall account to nower for the excess Funds in accompance with the requirements of applicable law. If the amount of the Funds held by under at any time is not sufficient to pay the Escrow Items when the, Landry may so notify florrower in writing, and, in the case florrower shall pay to Landry the amount necessary to make up the deficiency. Florrower shall make up the desirate in no more than twelve monthly payments, at Landry's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender's full recouptly refund to Bonourer any risk held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the name and by this Security Instrument.

A Application of Payments. Unless applicable law provides otherwise, all payments recrived by Lender under

graphs I and 2 shall be applied: tiest, to any prepayment charges due under the Note; second, to amounts payable in principal due; and last, to any late charges due under the Note.

4. Charges, Linux. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the enty which may attain priority over this Security Instrument, and leasthold payments or ground sents, if my. nower shall pay these obligations in the manner provided in paragraph 2, or it not paid in that manner. Encrower shall them on time directly to the person owed payment. Borrower shall promptly funish to Leader all notices of amounts to paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender ets evidencing the payments.

homourer shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) on in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contents in a finish the lien by, or defineds against enforcement of the lien in, legal proceedings which in the Lender's opinion use to provent the enforcement of the lien; or (c) secures from the bolder of the lien an agreement satisfactory to

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Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which kender requires insurance. This insurance shall be maintained in the amounts and for the periods that kender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to kender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, kender may, at kender's option, obtain coverage to protect kender's rights in the Property in accordance with paragraph.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard merigage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the

insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the testoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums a second by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the 'reperty, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, they Lender may collect the insurance proceeds. Lender may use the proceeds to repair or testore the Property or to pay suras secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sams secured by this

Security Instrument immediately prior to the a sociation.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and s'all continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, ariless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to. representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasthold, Borrower shall comply with all the provisions of the lease. If Borrower acquire dee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect it covers rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although

Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the

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s sequined to obtain coverings substantially equivalent to the more se insurance previously in effect, at a could equivalent to the cost to fluorouse of the mortgage insurance previously in effect, from an alignment of the second equivalent to the cost to fluorouse of the mortgage insurance previously in effect, from an alignment of the second equivalent to the cost to fluorouse of the mortgage insurance previously in effect, from an alignment of the second equivalent to the cost to fluorouse of the mortgage insurance previously in effect, the second equivalent to the cost to fluorouse of the mortgage insurance previously in effect, the second equivalent to the cost to fluorouse of the mortgage insurance previously in effect, the second equivalent to the cost to fluorouse of the mortgage insurance previously in effect, fluorouse and the second equivalent to the cost to fluorouse of the mortgage insurance previously in effect, fluorouse and the second equivalent to the cost to fluorouse of the mortgage insurance previously in effect, fluorouse and the second equivalent to the cost to fluorouse of the mortgage insurance previously in effect, fluorouse and the second equivalent to her previously in effect, at a coal or approved by Lander. If substantially equivalent mortgage insurance coverage is not available or shall pay to Londor each month a sum equal to one-twellth of the yearly mortgage insurance premium bei y Bompour when the insulance coverage hipsed or cented to be in effect. Lender will accept, use and retain these that as a loss tenerve in lieu of mongage instance. Loss reserve payments may no longer be required, at the option det, if mostpage insurance coverage (in the amount and for the period that Lender requires) provided by an innu red by Landre again becomes available and is obtained. Homower shall pay the premiums required to mainte e impressor in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in nce with any written agreement between florrower and Lender or applicable law.

position. Lender or its agent may make reuponable entries upon and inspections of the Property. Lender shall

lostower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

mounties. The proceeds of any award or claim for damages, direct or consequential, in connection with my condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are heady

d and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the same secured by this Security ment, where it was then due, with any excess paid to Borrower. In the event of a partial taking of the Property in high the fair must crake of the Property immediately before the taking is equal to or greater than the amount of the successed by this So with instrument immediately before the taking, unless Elements and Lender otherwise agenc in g, the same secured for this Security Instrument shall be reduced by the amount of the proceeds multiplied by the ing fraction: (a) the (a) amount of the sums secured immediately before the taking, divided by (b) the fair market r of the Property immotiskly believe the taking. Any balance shall be paid to Ekerower. In the event of a par g of the Property in which 🌬 fair market value of the Property immediately before the taking is less than the ut of the sume secuted immediately before the taking, unless Borrower and Lender otherwise agree in writing or a applicable law otherwise provides, the proceeds shall be applied to the stans secured by this Security Instrument ar or not the sums are then the.

If the Property is abandoned by Blordwey, or if, after notice by Lender to Borrower that the condemnor offices to ir un award or settle a claim for damages, lessewer fails to respond to Lender within 30 days after the date the notice run, Lender is authorized to collect and apply seroceeds, at its option, either to restoration or requir of the Property

the same recured by this Security Instrument, whether or not then the

Union Lander and Domower otherwise agree in writing, any application of proceeds to principal shall not extend or some the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such

11. Burrower Not Believed; Forbearence By Lember 200) a Walver. Extension of the time for payment or difficution of amortisation of the same secured by this Security Pastrument granted by Lender to any successor in test of Bostower shall not operate to release the liability of the original Porrower or Bostower's successors in intenst. nder shall not be required to commence proceedings against any successor in interest or refuse to extend time for ment or otherwise modify amortization of the sums secured by this Society Instrument by reason of any demand r by the original Bustomer or Bustomer's successors in interest. Any for busyer by Lender in exercising any right

undy shall not be a waiver of or prickule the exercise of any zight or semedy.

12. Specimens and Assigns Bound; Joint and Several Linkilly; Co-cigners. The conceasts and agreements of Socraty humanical shall bind and benefit the successors and assigns of Leader and Borrower, subject to the minions of pungsigh 17. Bonower's covenints and agreements shall be joint and sever it. Any Bonower who co-signs Socially instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, at somey that Borrower's interest in the Property under the terms of this Security Instrument. (b) is not person pated to pay the same secured by this Security Instrument; and (c) agrees that Lender and any other Bancoura may is to extend, modify, forbeat or make any accommodations with regard to the terms of this Security Instrument or the te without that Bottower's consent.

13. Long Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum from per, and that have is finally interjected so that the interest or other from charges collected or to be collected in naction with the loan exceed the permitted limits, there (a) any such from charge shall be reduced by the amount impossing to induce the change to the permitted limit; and (b) any sums already collected from Borrower which exceeded united limits will be refunded to florrower. Lender may choose to make this refund by reducing the principal count der the Note or by making a direct physical to Electower. If a refund reduces principal, the reduction will be treated as a

ial propagament without any propagament charge under the Note.

14. Nations. Any notice to Bornower provided for in this Security Instrument shall be given by delivering it or by iling it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address florrower designates by notice to Lender. Any notice to Lender shall be given by

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first class mail to Lender's andress stated herein or any other address Lender designates by notice to Borrower Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as

provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. It all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall previde a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke

any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Place to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for ministatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements. (c) pays all expenses incurred in enforcing this Security Instrument, including, but not (imited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall on apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Slow or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a charge of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

The notice will also contain any other information required by applicable by a.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow, anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two senies es shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, dem and, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and englished by Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing ashestos or formaldebyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date

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secured by this Security Instrument, foreclosure by impredice and sale of the Property. The notice shall further inform Horrower of the right to relietate after accele right to assest in the forcelosure processing the non-existence of a default or any other defense of florrower to Jion and forcelosure. If the default is not cased on or before the date specified in the notice. Lender, at its option, anguine immediate payment in full of all sums secured by this Security Instrument without further demand and may close this Security Instrument by judicial proceeding. Leader shall be entitled to collect all expenses incurred in ne the numedies provided in this puragraph 21, including, but not limited to, reasonable attorneys' fees and conta of 22. But men. Upon payment of all same second by this Society Instrument, Lender shall release this Society ant without charge to Borrower, Borrower shall pay any recordation costs. 23. Waltur of Housedead. Borrower waives all right of homestead exemption in the Property. 24. Bilders to the Security Resimment. If one or more riders are executed by Borrower and recorded together with is Becauty Institute, whe coverants and agreements of each such richy shall be incorporated into and shall amend and and the coveresce and agreements of this Security Instrument as if the ticke(s) were a part of this Security unt [Chick applicate | tex(es)] : Adiustable Rate Rider Condominium Rider 1-4 Family Rider Planned Unit Development Riche **Graduated Payment Ricks Diweckly Payment Ridge** Balloon Richer Rate huseovement Ricks Second Home Rider V.A. Riskr Other(s) [specify] BY SIGNING BELOW, Bonower accepts and agrees to the terms and covenants contained in this Security unit and in any rider(s) executed by Borrower and leasanled with it (Seed) VINE JORNA (Soul) (Seal) (Scal) - Bresswards POOK STATE OF BLINOIS. County ss: Kours 3. La Par , a Notary Public in and for said county and state do hereby OLL SAN SANIE A MANAGEM PERSON STRIP IN ALTER COMMUL TR MENUTATION ACREM : , personally known to me to be the same person(s) whose mo(a) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that 🐠 🥬 signed and delivered the said instrument as The A. free and voluntary act, for the uses and numbers ercin and first Given under my hand and official scal, this 519 qu'y of My Commission Expires: milety J. Will OFFICIAL SEAL mant was prepared by:

38283424 ¹²

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4491866/HENEGHAN & CONWAY LEGAL ADDENDUM MAM

FOR 19 NO THE MORTH 15 PERF OF LOT 20 IN MICHE 3 IN MEDICAGE THE METODE.S ENVIRONCE PREDIVENCE IN THE MEST 1/2 OF THE MOSTMEAST 1/4 OF SECTION 23, TUMBELLY 4% FIRTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DE COOR COUNTY, ILLINOIDA

The Or Cook County Clerk's Office

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